

1 BEFORE THE
2 ILLINOIS COMMERCE COMMISSION
3
4 IN THE MATTER OF:)
5)
6 DENNIS & PAMELA ZWEIFEL,)
7)
8 vs.) No. 04-0627
9)
10 COMCAST PHONE OF ILLINOIS,)
11 LLC d/b/a COMCAST DIGITAL PHONE)
12)
13 Complaint as to billing/charges)
14 in Yorkville, Illinois.)
15
16 Chicago, Illinois
17 January 18, 2005
18
19 Met, pursuant to notice, at 11:00 a.m.
20
21 BEFORE:
22 MS. LESLIE HAYNES, Administrative Law Judge
23
24 APPEARANCES:
25
26 MR. DENNIS ZWEIFEL and
27 MRS. PAMELA ZWEIFEL (via telephone)
28 1322 Chestnut Circle
29 Yorkville, Illinois, 60560
30 appearing pro se;
31
32 ROWLAND & MOORE, LLP, by
33 MR. KEVIN RHODA
34 200 West Superior Street
35 Suite 400
36 Chicago, Illinois 60610
37 appearing for Comcast Phone of Illinois.
38
39
40
41 SULLIVAN REPORTING COMPANY, by
42 Rocio Garcia, CSR
43 License No. 084-004387

I N D E X

Re- Re- By

Cross dir

E X H I B I T S

Identificat

1

2 JUDGE HAYNES: Pursuant to the direction of the
3 Illinois Commerce Commission, I now call Docket
4 04-0627. This is the complaint of Dennis and Pamela
5 Zweifel versus Comcast Phone of Illinois.

6 May I have your name and addresses for
7 the record, please, starting here in the hearing
8 room.

9 MR. RHODA: My name is Kevin Rhoda. I'm an
10 attorney with Rowland & Moore, LLP, 200 West
11 Superior Street, Suite 400, Chicago, Illinois
12 60640 -- I'm sorry, 60610 and --

13 JUDGE HAYNES: Can you --

14 MR. RHODA: -- we represent Comcast Phone of
15 Illinois, LLC.

16 JUDGE HAYNES: Can you spell your last name for
17 the court reporter.

18 MR. RHODA: R-h-o-d-a.

19 JUDGE HAYNES: And on the telephone.

20 MR. DENNIS ZWEIFEL: Dennis Zweifel, Z- w- e- i-
21 f- e- l, 1322 Chestnut Circle, Yorkville, Illinois,
22 60560.

1 JUDGE HAYNES: Okay. This is a status hearing
2 today and would one of you like to bring me
3 up-to-date on what's been happening.

4 MR. DENNIS ZWEIFEL: Well, I guess I can do that
5 because the last time we talked I requested a copy
6 of all of the statements that I've had from Comcast
7 from day one so I can compare what I paid to what I
8 actually should owe; my opinion versus their
9 opinion, and I still have not gotten that and you
10 were going to order that to be done if we didn't
11 have it by this time.

12 Tom has called me a few times --
13 Mr. Rowland and wants to martyr a little bit and try
14 and settle and he asked us what we want. We tell
15 them what we want and he doesn't want to hear that.
16 So he keeps telling me he's going to call me back
17 and talk to the -- see what else we can do. What we
18 want is what we agreed to sign for on the contract
19 that we signed with the salesman when they came to
20 our door. And we want to get it for the amount that
21 we agreed to pay, not what they're charging us and
22 if they can't produce that, then we want them to get

1 us our old carrier back for the same cost we had
2 from the old carrier before it was pulled away from
3 them by fraudulent offers or else I want them to pay
4 the difference on my phone bill until, you know,
5 it's current.

6 And Tom doesn't want to hear that. He
7 says they don't have this to offer, and I've got
8 advertising right here on my desk in front of me now
9 where Comcast is offering the same identical thing
10 today, what they offered me then but now they put on
11 there for three months. And at the time they sold
12 it to me, they didn't have that on there.

13 JUDGE HAYNES: Mr. Rhoda, do you have a response?

14 MR. RHODA: Yeah. All I can give you -- we've
15 sent Mr. Zweifel a letter of January 7th. I can
16 give you a copy of it.

17 JUDGE HAYNES: Uh-huh.

18 MR. RHODA: We're aware that Mr. Zweifel has
19 requested the billing and it's my understanding that
20 he already has some of that and we can get him the
21 rest. But we cannot give him an exact copy of the
22 bill as he receives because Comcast doesn't keep

1 that information. I mean, we can give him, I
2 believe, what he already has partially in a less
3 user friendly format, the billing.

4 As far as Mr. Zweifel, we can't confirm
5 what this -- that the sales rep made him the offer
6 that he is -- he believes he received because the
7 sales rep is only authorized to offer the promotion
8 that's in effect on legal tariff as of the date that
9 he signed up.

10 So, I mean, we're still trying to work
11 with Mr. Zweifel and we'd like to settle this if
12 possible but I guess the bottom line is Comcast is
13 only allowed to offer what was available on its
14 promotional tariff, you know, as the date that he
15 was assigned service.

16 JUDGE HAYNES: Mr. Zweifel, did you receive this
17 letter from Rowland & Moore?

18 MR. DENNIS ZWEIFEL: Yes. Yes, I did, your
19 Honor. And if you look at that letter there's
20 actually no information at all pertinent to what
21 we're looking for. All it's doing is building the
22 case where it says customer credits and it says

1 primary line, \$14; additional line, \$7; value pack,
2 \$9; LD charge, 25.95, and that's really nothing like
3 I want. I want to know what they were charging me
4 because I showed proof and I had a copy sent for you
5 that you didn't want until we had to go to the
6 hearing with it. But I gave Tom a copy that shows a
7 copy of the agreement that we made with the man when
8 he was sitting in my kitchen that day and it's in
9 writing. It's signed by him and it's signed by me,
10 what he was going to charge me.

11 And Comcast says that they can't give me
12 what they don't have. Well, their salesman sold
13 something that they don't have, evidently, and
14 that's not my problem.

15 JUDGE HAYNES: I don't see what you're talking
16 about. Is your letter dated January 7th? What
17 you're looking at?

18 MR. DENNIS ZWEIFEL: Yes, ma'am.

19 MR. RHODA: He was just reading these.

20 JUDGE HAYNES: Okay.

21 MR. DENNIS ZWEIFEL: It shows my payments that
22 have been received.

1 JUDGE HAYNES: Okay.

2 MR. DENNIS ZWEIFEL: And I talked to Comcast
3 again last -- it was like a week ago Monday and they
4 called and left me a snooty message on my voicemail
5 on Saturday to please call them right away. So I
6 called them and they said they weren't open on
7 weekends; that I should call them on Monday.

8 So I called them on Monday and it was an
9 overdue notice, a disconnect notice and on my bill,
10 when I got the bill, it says on here, Pay this bill.
11 Due by January 27th. And we mailed them a check for
12 the total amount on January 6th and I asked them why
13 they were calling me and ask- -- you know, sending
14 me dirty letters and calling me with these phone
15 calls when the bill -- number one, the bill had
16 already been paid; and, number two, they're giving
17 me these snooty calls when the due date is January
18 27th which is -- today is only the 18th.

19 So I asked them then and they told me
20 that they could get me a copy of my bills and when I
21 says, Okay. I says, Can you put an expedite on it
22 and get it to me so I'll have it by the morning of

1 the 18th so I can fax it to the judge, you know,
2 when we have the hearing and he said, No, we can't
3 expedite anything. So I says, Can I talk to your
4 supervisor. Well, I get a hold called up his
5 supervisor, called -- her name was Laura and she
6 started reading me the Riot Act. How she wishes I
7 wasn't even a customer of theirs and she wishes I
8 was going to another carrier and that they're not
9 going to expedite anything for anybody and I don't
10 have a contract of any kind with anybody. They can
11 do what they want to do.

12 JUDGE HAYNES: Okay. Specifically, to the
13 billing statements, Mr. Rhoda, is this all that
14 you've provided to him for billing records?

15 MR. RHODA: It's my understanding that he has --
16 well, what he provided us at the first hearing, he
17 has, I believe, the first three months.

18 JUDGE HAYNES: Okay.

19 MR. RHODA: And we're in the process of getting
20 other ones and we can certainly do that, you know,
21 quickly. I mean, my only point is they don't have
22 anything different than what he receives from

1 Comcast. It's in a different format than what he
2 receives on a monthly basis from Comcast but it's
3 going to have the same information. And, yes, we
4 can certainly get the rest of those bills for him.

5 JUDGE HAYNES: So --

6 MR. DENNIS ZWEIFEL: They told me that they were
7 going to mail it within ten working days and I asked
8 if they could expedite it and they said no. So my
9 ten working days are probably going to be --

10 JUDGE HAYNES: You know what, this conversation
11 you had with some Laura, I believe you said, at
12 Comcast --

13 MR. DENNIS ZWEIFEL: Yes, ma'am.

14 JUDGE HAYNES: -- I'm not so concerned about
15 that. It's more what these attorneys that are
16 defending them in this case need to produce to you.

17 So I believe you said that you can
18 produce the rest of state- -- copies of his
19 statements or the company's billing records or. . .?

20 MR. RHODA: They're -- I would describe them as
21 copies of their billing records. As I said, they're
22 not in a real user-friendly format. They're not

1 meant for a customer to get a lot of information off
2 of. It's really for the company and their records.

3 JUDGE HAYNES: Okay.

4 MR. RHODA: But we can certainly get those for
5 him.

6 JUDGE HAYNES: Yes, why don't you produce those
7 to Mr. Zweifel.

8 How soon do you think you can get those
9 to them?

10 MR. RHODA: We spoke to our contact at Comcast on
11 Friday and he told us that he had gotten the process
12 going. I mean, I'm thinking the ten business days
13 that he was promised. I mean, I can say we can do
14 that and I would say hopefully sooner than that.

15 JUDGE HAYNES: Okay. So today's the 18th so
16 February 1st and I don't know, you know, what Laura
17 has promised to produce or who this is.

18 MR. RHODA: I'm not --

19 JUDGE HAYNES: I'm --

20 MR. RHODA: I'm not either.

21 MRS. PAMELA ZWEIFEL: You know what the problem
22 is -- my name is --

1 (Inaudible.)

2 JUDGE HAYNES: Oh, wait. We're having a really

3 hard time hearing you.

4 MRS. PAMELA ZWEIFEL: You know what, I have a

5 really tough time with this because, you know

6 what, they've had all of this time to produce this.

7 I --

8 JUDGE HAYNES: Who is this?

9 MRS. PAMELA ZWEIFEL: My name is Pam Zweifel.

10 JUDGE HAYNES: Okay. You're cutting up bad.

11 MRS. PAMELA ZWEIFEL: My name is Pam Zweifel.

12 JUDGE HAYNES: Okay.

13 MRS. PAMELA ZWEIFEL: I'm Dennis' wife.

14 You know, we've had all of this time to

15 play with this. I am so disappointed in this

16 company. I don't even want anybody to know that I

17 do business with people like this. This is a crying

18 shame when they can't produce this information.

19 There's no reason why they can't just snap a finger

20 and do it, in my opinion, because they're a company

21 that should be able to do tough stuff like that.

22 And, you know what, I would like them --

1 I would like to know if there's any reason why they
2 can't just switch me over to my other company
3 because I don't want to do business with them.

4 JUDGE HAYNES: They can't switch your phone
5 company. However, they -- it's -- you need to do
6 that yourself if you want to switch phone companies.

7 MRS. PAMELA ZWEIFEL: Because -- I mean, think
8 about it, why would anybody, why would anybody want
9 to go from a 49.99 plan that they have with one
10 company to go to another company and pay twice the
11 price?

12 JUDGE HAYNES: And --

13 MRS. PAMELA ZWEIFEL: I mean --

14 JUDGE HAYNES: -- you're free to switch phone
15 companies and I have just directed the attorney for
16 Comcast to produce your billing records by February
17 1st.

18 MRS. PAMELA ZWEIFEL: But you know what, that was
19 another thing that if we weren't happy with their
20 phone service that they would switch us back if we
21 weren't happy with the service. So I think it's
22 going to have to be their responsibility.

1 JUDGE HAYNES: I don't know what promises were
2 made but generally you need to switch your phone
3 company yourself.

4 MRS. PAMELA ZWEIFEL: Well, you know what, on
5 numerous occasions I --

6 (Inaudible.)

7 JUDGE HAYNES: We've lost you again, Ms. Zweifel.

8 MRS. PAMELA ZWEIFEL: On numerous occasions no
9 matter which time that my husband or I, either one
10 talks to Comcast, they're telling us that they would
11 prefer that we would leave and go to somebody else.
12 So why don't they do that?

13 JUDGE HAYNES: Like I said, I don't think
14 companies are allowed to switch customers or they
15 don't generally.

16 MR. RHODA: I would just add, their service right
17 now is on a month-to-month plan so --

18 MRS. PAMELA ZWEIFEL: Why is my service on a
19 month-to-month plan? I never agreed for my service
20 to be on a month-to-month plan. You guys change it
21 every time you want to change it. That's why I
22 don't want to do business with people like you.

1 JUDGE HAYNES: Okay. So I think at this point if
2 there are -- other than the billing statements, if
3 there's no other outstanding documents to be
4 produced between the parties, we should go ahead and
5 schedule a date for the actual hearing when
6 everybody will get to produce the copy of the
7 contract that you signed and your billing records
8 and the payments you've made.

9 In the middle of February, are people
10 available? Can we pick a date in February to have
11 the actual hearing?

12 And this would require the complainants
13 to be here at the Commission.

14 I think that we'll have another phone
15 status hearing prior to that to make sure that you
16 have actually received these billing records before
17 we hold the actual hearing. So February 2nd, let's
18 have another phone call hearing to be sure that
19 you've received these by February 1st.

20 Are both parties available at 11:00 a.m.
21 on February 2nd?

22 MR. RHODA: That'll be fine with us.

1 MR. DENNIS Zweifel: 2/2 at 11:00 a.m.?

2 JUDGE HAYNES: Yes, and this will be on the phone

3 again.

4 MR. DENNIS ZWEIFEL: Okay.

5 MRS. PAMELA ZWEIFEL: No, Dennis. February 2nd

6 isn't a good date for us.

7 JUDGE HAYNES: Okay. How about the -- how about

8 the afternoon of the 3rd?

9 MRS. PAMELA ZWEIFEL: You know what, that first

10 week of February is not good.

11 JUDGE HAYNES: Okay.

12 MRS. PAMELA ZWEIFEL: Can we back it up to maybe

13 the last day of January or something like that?

14 JUDGE HAYNES: Well, he's not going to produce

15 these probably until February 1st. So it has to be

16 after February 1st.

17 MRS. PAMELA ZWEIFEL: Okay. So how about

18 February 5th or whatever that date may be. I'm not

19 looking at a calendar.

20 JUDGE HAYNES: Well, the 5th is a Saturday.

21 MRS. PAMELA ZWEIFEL: Okay.

22 JUDGE HAYNES: How about February 10th?

1 MRS. PAMELA ZWEIFEL: Okay.

2 MR. DENNIS ZWEIFEL: Sure.

3 JUDGE HAYNES: Is that okay with Comcast?

4 MR. RHODA: Yeah, that'll be fine.

5 JUDGE HAYNES: How about 11:00 a.m. on February

6 10th?

7 MRS. PAMELA ZWEIFEL: Okay.

8 JUDGE HAYNES: And this will be on the phone and

9 we'll find out if there's any problems getting these

10 documents produced.

11 And then let's pick a date to have the

12 actual hearing. How about the week of February 21st

13 and the 21st is a holiday so the 22nd or any time

14 that week Tuesday, Wednesday, Thursday, Friday.

15 And, really, I'm leaving this up to you Zweifels

16 because you will need to come to the city.

17 MR. DENNIS ZWEIFEL: Is there going to be a

18 morning hearing?

19 JUDGE HAYNES: Well, whenever. My calendar is

20 very open that week.

21 MRS. PAMELA ZWEIFEL: Oh, we would like it to be

22 on a Wednesday.

1 JUDGE HAYNES: Okay. So February 23rd?

2 MRS. PAMELA ZWEIFEL: Yeah.

3 JUDGE HAYNES: And what time would be convenient
4 for you?

5 MR. DENNIS ZWEIFEL: Well, we have to take the
6 train in and get a taxi so. . .

7 JUDGE HAYNES: 11:00?

8 MRS. PAMELA ZWEIFEL: That'll be fine.

9 (Whereupon, a discussion
10 was had off the record.)

11 MRS. PAMELA ZWEIFEL: That'll be fine.

12 JUDGE HAYNES: And is that fine with you?

13 MR. RHODA: Yes, that'll be fine.

14 JUDGE HAYNES: Okay. So is there anything else
15 we need to talk about today?

16 MR. DENNIS ZWEIFEL: I've given everything that I
17 have to Tom Rowland.

18 JUDGE HAYNES: Okay. And he -- and Mr. Rhoda
19 here has not indicated that they need any further
20 documents from you. So I think the only thing we're
21 waiting for is for them to produce your billing
22 records.

1 MR. DENNIS ZWEIFEL: Okay.

2 JUDGE HAYNES: Okay.

3 MR. DENNIS ZWEIFEL: Shall I be getting anything
4 from them? I've got a daughter -- one daughter that
5 is an attorney that can look over some stuff. . .

6 JUDGE HAYNES: Okay. You need to speak up a
7 little bit.

8 MR. DENNIS ZWEIFEL: If I can get the information
9 that our --

10 (Inaudible)

11 Isn't the attorney supposed to give me
12 some stuff that they've got?

13 THE COURT REPORTER: No, I'm not --

14 JUDGE HAYNES: You need to repeat that.

15 MR. DENNIS ZWEIFEL: I said, is the attorneys for
16 Comcast supposed to give me some information for --
17 that they're going to be using against me? They've
18 got everything that I have. Like I've given them
19 all of my evidence and I've got nothing.

20 JUDGE HAYNES: They're going to provide your
21 billing records by February 1st. They're going to
22 produce them to you by February 1st.

1 MRS. PAMELA ZWEIFEL: And they're going to be in
2 a language to where we can understand them?

3 JUDGE HAYNES: I don't know. I can't promise
4 that.

5 MRS. PAMELA ZWEIFEL: Well, I mean what good is
6 it -- for him to produce if he just said to you that
7 they're not -- their billing records are not meant
8 for the customers to understand them. I want
9 billing records that's going to be to where a
10 customer can understand them.

11 MR. RHODA: Comcast is not able -- does not keep
12 copies of the bills that you actually receive in the
13 mail. So once they go out, there's not an internal
14 record of those in that same format. What they --
15 they keep them in a different format and that is all
16 we are able to provide to you.

17 MRS. PAMELA ZWEIFEL: Okay. You're not able to
18 provide that on this month, this is what my bill was
19 and this month this is what I received?

20 MR. RHODA: It will contain that information,
21 yes.

22 JUDGE HAYNES: And at the hearing this --

1 MR. DENNIS ZWEIFEL: Actually, your Honor, I went
2 to Florida to see my mother the 17th of December.
3 Tom called me on the 16th about 4:30 in the
4 afternoon and I wasn't home. He called me on my
5 cell phone and he told me then that he had the
6 information that I wanted, that he would fax it to
7 me. And I told him I really don't have time to go
8 over all this now because I'm not home, number one;
9 and, number two, I'm leaving home at 4:00 o'clock in
10 the morning in a limo so I'm going to be in bed
11 shortly and that's the last I heard of him till last
12 Friday night he called me again and he talked to me,
13 asked me what I wanted and I told him we just wanted
14 what we want, the same thing. And he says, Well,
15 I'll think about till Monday and I'll call you back
16 then and I wasn't home Monday when he called. And
17 now this morning they can't find the information.
18 They can't produce it, but he had it for me on the
19 16th of December when he called me he said.

20 JUDGE HAYNES: Are you aware --

21 MR. RHODA: To my knowledge, that isn't correct.
22 He did -- like I said earlier, Mr. Rowland spoke

1 with our contact at Comcast, I believe, Friday
2 afternoon and he let us know that they had started
3 to try to gather the billing information and that
4 they would have that.

5 JUDGE HAYNES: Okay. So I think that that's all
6 we need to discuss today and --

7 MR. DENNIS ZWEIFEL: All right.

8 JUDGE HAYNES: -- if you have questions about
9 these, what they produce to you, the company will
10 come with a witness and you're free to question the
11 witness about these billing records that they sent
12 you.

13 MRS. PAMELA ZWEIFEL: Is the company also going
14 to produce that -- back when this originally
15 happened that they said that they had a handwriting
16 analyst to look at the contract that we have to
17 assure that it was really their person that wrote
18 that stuff on there?

19 MR. DENNIS ZWEIFEL: That's all these materials
20 for the hearing.

21 The problem being is the guy that sold us
22 the stuff no longer works for the company. That's

1 their fault.

2 JUDGE HAYNES: I'm not really understanding what
3 you're -- are you asking for them to produce
4 witnesses?

5 MR. DENNIS ZWEIFEL: Well, they said -- they
6 already said that they had checked the handwriting
7 on the stuff, on the information that I faxed to
8 them and they had a handwriting expert go over it
9 and they did, in fact, admit to us that -- the
10 handwriting expert did, in fact, say that that was
11 the man's handwriting on that paperwork that I
12 turned into him so it could be used as evidence.

13 JUDGE HAYNES: Okay. Make sure you bring any
14 papers that you have received from the company with
15 you for the day of the hearing.

16 MR. DENNIS ZWEIFEL: All right.

17 JUDGE HAYNES: Including those -- the contracts.

18 MR. DENNIS ZWEIFEL: They don't like to send
19 anything. They don't like to -- you know, I've
20 tried getting customer service on the 800 number.
21 I've tried calling corporate office and there's no
22 way you can reach anybody in that company. It's a

1 kangaroo court and everybody that works for them is
2 outside vendors so nobody is tied down to anything
3 that they do or say. Comcast doesn't want to be
4 tied down to it because it wasn't -- that was an
5 outside vendor. That's what they tell you.

6 JUDGE HAYNES: Okay. We will talk again then
7 February 10th at 11:00 a.m.

8 MR. DENNIS ZWEIFEL: All right. Thank you,
9 Judge.

10 JUDGE HAYNES: Thank you.

11 MR. RHODA: Thank you.

12 (Whereupon, the above-entitled
13 matter was continued to
14 February 10, 2005, at 11:00 a.m.)
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